

Atlantic Munic. Utilities

IBEW #204 (Pub. Works)

7/1/2006 6/30/2008

ATLANTIC MUNIC. UTILITIES/IBEW #204 (PUBLIC WORKS) 06-08

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ATLANTIC MUNICIPAL UTILITIES

AND

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS, LOCAL 204**

THROUGH DECEMBER 31, 2008

INDEX

ARTICLE	1:	INTENT AND PURPOSE	1
ARTICLE	2:	RECOGNITION	1
ARTICLE	3:	EQUAL EMPLOYMENT OPPORTUNITY	1
ARTICLE	4:	PERSONNEL RECORDS	1
ARTICLE	5:	MANAGEMENT RIGHTS.....	2
ARTICLE	6:	UNION OFFICERS AND STEWARDS	2
ARTICLE	7:	BULLETIN BOARD	2
ARTICLE	8:	HOURS OF WORK AND OVERTIME	2
ARTICLE	9:	SENIORITY	3
ARTICLE	10:	GRIEVANCE PROCEDURE AND ARBITRATION	4
ARTICLE	11:	SICK PAY	6
ARTICLE	12:	WORK-RELATED INJURIES AND ILLNESSES	6
ARTICLE	13:	RETIREMENT (USE OF SICK PAY CREDITS)	7
ARTICLE	14:	JURY DUTY	7
ARTICLE	15:	MILITARY LEAVE	7
ARTICLE	16:	FUNERAL LEAVE	7
ARTICLE	17:	HOLIDAYS	8
ARTICLE	18:	VACATIONS	8
ARTICLE	19:	MEAL ALLOWANCE	9
ARTICLE	20:	HEALTH INSURANCE	9
ARTICLE	21:	MISCELLANEOUS INSURANCE	9
ARTICLE	22:	CLOTHING	9
ARTICLE	23:	TRADING WORKING HOURS	10
ARTICLE	24:	WAGES	10
ARTICLE	25:	SEPARABILITY	10
ARTICLE	26:	IN-SERVICE AND CONTINUING EDUCATION.....	11
ARTICLE	27:	TERM AND IMPASSE PROCEDURES	11

AGREEMENT

This Agreement is made and entered into this 1st day of January, 2006, by and between Atlantic Municipal Utilities, hereinafter referred to as the "Employer", and Local Union No. 204, International Brotherhood of Electrical Workers, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE 1: INTENT AND PURPOSE

It is the intent and purpose of the parties hereto that this Agreement shall set forth herein the basic agreement covering rates of pay, hours of work, and conditions of employment to be observed by the parties, and shall promote and facilitate the peaceful adjustment of grievances and disputes between the Employer and the employees covered by such Agreement.

ARTICLE 2: RECOGNITION

The Union, having been certified by an order of the Public Employment Relations Board, Case No. 4769, dated November 10, 1992, at Des Moines, Iowa, to which certification, reference is hereby made, the Employer agrees to negotiate and bargain exclusively with the Union through its duly accredited officers and representatives, in respect to wages, rates of pay, hours of employment and working conditions for the following employees of the Employer:

INCLUDED: Water Treatment Plant Operator, Line Worker, Line Crew Leader, Electric Service Crew Leader, Customer Service Representative, Chief Control Operator (Electric), Materials and Safety Coordinator, Loop Maintenance Technician, Water Service Crew Leader, Data Entry Operator A, Clerk and Data Entry Operator B, System Operator (Electric), Water Service Technician, Customer Meter Records and Meter Reading Coordinator, Cashier and Customer Service Credit Clerk, Engineering Technician, Meter Reader, Electric Meter and Relay Technician, Plant Maintenance, General Line Supervisor, Equipment Operator/Groundman, and Administrative Clerk.

EXCLUDED: Management Personnel and Executive Secretary.

ARTICLE 3: EQUAL EMPLOYMENT OPPORTUNITY

The Employer and the Union agree that there shall be no discrimination against any employee or applicant for employment on the basis of race, color, creed, sex, religion, age, national origin, military status, disability, membership or nonmembership in the Union, as directed by law. This policy applies to all of the Employer's employment practices, including hiring, promotions, transfers, compensation, benefits and training.

ARTICLE 4: PERSONNEL RECORDS

It is particularly important that employees keep the Employer informed about changes in their:

1. address;
2. telephone number;
3. marital status;
4. name of dependents;
5. next of kin;
6. legal name (through marriage or otherwise); and
7. person to be notified in the event of an emergency.

Report any such changes, in writing, to the office as soon as possible. Upon written request, and at a reasonable time, date and place, employees shall be given the opportunity to review the contents of their personnel files. The Employer shall be reimbursed for any reasonable copying costs incurred in producing copies of documents requested by employees.

ARTICLE 5: MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and invested exclusively in the Employer. The Employer shall have the right to discipline, reprimand, suspend or discharge employees for just cause.

ARTICLE 6: UNION OFFICERS AND STEWARDS

The Union shall furnish the Employer with a written list of its duly authorized stewards, and other representatives who will deal with the Employer, and the Union shall maintain such list up-to-date.

ARTICLE 7: BULLETIN BOARD

The Employer agrees to allow the Union a properly designated bulletin board for its exclusive use for notices of special events of interest to Union members such as meetings, elections and results thereof, social events, etc. The Union agrees to consult with a designated member of management prior to placing any material on said bulletin board.

ARTICLE 8: HOURS OF WORK AND OVERTIME

Section 8.1. Eight hours shall be a standard but not guaranteed workday, and 40 hours shall constitute the standard but not guaranteed workweek. Five consecutive days, Monday through Friday, shall constitute the normal workweek. Notwithstanding any provision in this Agreement, AMU and employees may mutually agree upon alternative work schedules.

Section 8.2. The regular workweek will begin on Sunday at 12:01 A.M., and end on Saturday at midnight.

Section 8.3. An employee who works more than 40 hours in any one workweek shall receive compensation for time worked in excess of the hours specified at the rate of one and one-half times his or her regular hourly rate.

Section 8.4. Employees required to work on a holiday shall receive, in addition to their regular holiday pay, compensation at a rate of one and one-half times their regular hourly rate.

Section 8.5. In no event shall there be any pyramiding of overtime.

Section 8.6. To the extent possible, employees shall receive two 15-minute breaks during each workday. Breaks shall be taken at mid-morning and mid-afternoon or at times designated by supervisor.

Section 8.7. Any employee who has worked eighteen (18) hours or more, (including time out for meals), in any twenty-four (24) hour period, upon release from said work, shall take an eight (8) hour rest period before he/she returns to work. If this rest period runs into the employee's regular work hours, he/she shall suffer no loss in pay.

Section 8.8. The parties agree that the working hours of the electric line crews, electric service crew, general line supervisor, water treatment plant operator, water service crew and electric plant

maintenance crew shall be 7:00 a.m. until 12:00 noon (with one (1) hour for lunch) and 1:00 p.m. until 4:00 p.m. from two weeks prior to Memorial Day until two weeks including and after Labor Day.

ARTICLE 9: SENIORITY

Section 9.1 - Definitions.

- (a) Seniority. Seniority shall mean an employee's length of continuous service with the Employer, within or without the bargaining unit, measured in calendar days from the first day the employee actually worked for the Employer on or after the employee's most recent date of hire. If application of the preceding sentence results in two or more employees having the same seniority, the employee whose name appears earlier on the Employer's alphabetical listing of employees shall be deemed more senior. Seniority shall not accrue to a probationary employee until completion of the probationary period, at which time the employee shall possess seniority as defined in this section. The probationary period shall be six calendar months. A probationary employee shall not have access to the procedures contained in Article 10. "Continuous service" shall not include time off due to leaves of absences, layoffs or disciplinary suspensions in excess of 30 days.
- (b) Seniority Pool. All employees holding the same job classification in the same department shall constitute a seniority pool.

Section 9.2 - Layoff.

- (a) Determination of Layoffs. The Employer will determine the timing of layoffs, the number of employees to be laid off, and in which seniority pool(s) the layoffs will be effected. The uniform reduction in the number of hours scheduled in the workweek for all employees in a seniority pool shall not constitute a layoff.
- (b) Temporary Layoffs. If the Employer determines that one or more employees in a seniority pool shall be laid off for five or fewer consecutive, regular workdays on which employees would normally be scheduled to work, the Employer shall not be restricted in selecting the employees who will be laid off.
- (c) Other Layoffs. If the Employer determines that one or more employees in a seniority pool shall be laid off for more than five consecutive regular workdays in which such employees would normally be scheduled to work, the Employer will lay off in reverse order of seniority in the seniority pool.

Section 9.3 - Bumping. An employee laid off pursuant to Section 9.2(c) may bump the employee with the least seniority in another job classification if the bumping employee has more seniority than the employee he will bump, has previously worked in that job classification in that department, and is qualified to perform the functions of an employee in such classification immediately, without training or break-in. If the employee is eligible to bump into more than one classification, the employee shall determine the classification into which he or she will bump. The employee shall then be paid the regular hourly rate of the classification into which he or she bumps.

Section 9.4 - Recall.

- (a) Order of Recall. If the Employer determines to fill a vacancy in a seniority pool from which employees are laid off, such employee shall be recalled in reverse order of layoff.
- (b) Notice of Recall. The Employer will forward notice of recall by certified mail to the last known address of the employee reflected on Employer records. The employee must, within three

working days of delivery of notice of recall, notify the Employer of his intent to return to work on the date specified for recall and, thereafter, return to work on such date.

Section 9.5 - Filling of Vacancies.

- (a) Posting and Bidding. Notice of a vacancy or new job opening shall be posted on employee bulletin boards for 10 working days in all departments of the Employer. Such notice shall include a description of the job and job responsibilities, location of the work, starting pay and range of pay. Subject to the provisions of Section 9.5(c), any employee may submit a bid for the job to the Employer, in writing, during the posting period. The Employer shall not be required to post a notice of vacancy or job opening for a particular job more than once every 60 days. Any bid submitted within a posting period shall remain valid for 60 days.
- (b) Selection. From among employees qualified for a posted job, who submit bids for the job, the Employer will award the job to the senior employee. If no employees qualified for the posted job submit bids for the job, the Employer may fill the job from any source, or may require a qualified existing employee with the least seniority to transfer to the new job. If an existing employee is required to transfer to a new job, such new job shall be of the same or higher classification as the employee's present job.
- (c) Restrictions on Bidding. An employee who is awarded a job for which he bid must accept it, and may not bid for another job for a period of 12 months after being awarded the job.
- (d) Disqualification of Bidder. An employee who is unable to perform the job to which he bid to the satisfaction of the Employer within 30 working days after being awarded the job shall be returned to the job classification he held at the time of submitting the bid.

Section 9.6 - Termination of Seniority. An employee's seniority shall be terminated for the following reasons:

- (a) discharge, resignation or retirement;
- (b) failure to give notice of intent to return to work after recall within the time period specified in Section 9.4(b) of this Agreement, or failure to return to work on the date specified for recall, as set forth in the written notice of recall;
- (c) except for layoff, time lapse of 12 months, or for a period equal to the employee's seniority, whichever is less, since the last day of actual work for the Employer, regardless of reason;
- (d) failure to return to work upon expiration of a leave of absence;
- (e) layoff for a period of 12 months or for a period equal to the employee's seniority, whichever is less.

Section 9.7 - Seniority List. The Employer shall provide the Union with a current seniority list every January 1st.

ARTICLE 10: GRIEVANCE PROCEDURE AND ARBITRATION

Section 10.1. A grievance is hereby jointly defined so as to include any controversy, complaint, misunderstanding, or dispute arising as to the meaning, application or observance of any of the provisions of this Agreement. It is further mutually agreed that any differences arising between the Employer and the Union or any employee of the Employer, as to the meaning, application or observance of the provisions of this Agreement shall be settled as provided herein.

Section 10.2. No matter shall be treated as a grievance within the meaning of this Article unless it is reduced to writing as herein provided and delivered to the Employer or a designated representative within 20 working days after the employee or Union knew or should have known of the existence of the alleged grievance.

Section 10.3. In reducing a grievance to writing, the following information must be stated with reasonable clarity: the nature of the grievance, the act(s) of commission or omission, the date of the act(s) of commission or omission, the identity of the party or parties who claim to be aggrieved, the identity of the party or parties alleged to have caused the grievance, the specific provisions of the Agreement that are alleged to have been violated, and the relief requested.

Section 10.4. The steps to be taken in the processing of a grievance under this Article are as follows:

Step 1: The aggrieved employee or his representative must present the grievance or grievances to his immediate supervisor within 10 working days. The employee's supervisor shall have 5 working days in which to respond to such grievance.

Step 2: If the grievant is not satisfied with the result obtained in Step 1, he may then refer the matter to the Union and the grievant and not more than two designated Union representatives shall, within 5 working days of the response provided in Step 1, submit the grievance, in writing, to the Employer or its designated representative and shall thereafter present the case of the aggrieved employee to the Employer or such designated representative. The Employer shall have 5 working days following such meeting to render a written decision.

Step 3: In the event the grievance is not resolved to the satisfaction of the parties at Step 2, the grievance or grievances may be referred to arbitration within 10 working days following the receipt of the response at Step 2.

Section 10.5. Not later than five working days after the Union serves the Employer with written notice of intent to appeal a grievance to arbitration, the Union and Employer shall jointly request the Federal Mediation and Conciliation Service to furnish the parties with a list of seven qualified and impartial arbitrators. Then five working days after receipt of that list, the parties shall alternately strike names from the list, until only one name remains. The arbitrator whose name remains shall hear the grievance.

Section 10.6. In rendering a decision, the arbitrator shall be governed and limited by the provisions of this Agreement and the expressed intent of the parties as set forth in this Agreement. The arbitrator shall have no power to add to, subtract from, or modify any of the terms and provisions of this Agreement.

Section 10.7. The decision of the arbitrator shall be final and binding upon the parties hereto and upon the employee or employees concerned; provided, however, that the arbitrator shall make no award outside the scope of his authority outlined herein or effecting a change, modification or addition to this Agreement.

Section 10.8. The expense of the arbitrator shall be shared equally by the Employer and the Union. The total cost of any stenographic record which may be made or transcripts thereof shall be paid by the party ordering same.

Section 10.9. The parties agree that the time set forth for the processing of grievances under this Agreement is adequate. In the event a grievance or a request for arbitration is not filed or processed in the manner and within the time limits set forth in this Agreement, it shall be deemed waived. If the Employer fails to respond within the specified time limits, the Union may deem such grievance to be denied, and may proceed to the next step. Once a grievance has been filed, the Union and/or Employer shall be entitled to one extension of 5 working days upon written notice which is served within the

specified time limits. Nothing contained in this section, however, shall preclude the parties from mutually agreeing in writing to extend any of the time limits set forth in this Article.

ARTICLE 11: SICK PAY

Section 11.1. Employees shall be granted five-sixths of one day of sick pay for each month in which they work (or are on scheduled vacation) 50% or more of the regularly scheduled working hours in the month. Employees shall not be granted any sick pay credits for months in which they do not work (or are not on scheduled vacation) at least 50% of the regularly scheduled working hours regardless of cause.

Section 11.2. Sick pay credits may be accumulated indefinitely by employees.

Section 11.3. Employees shall be paid for each day of illness or injury up to the accumulated available sick leave time as specified above. If requested by the Employer, the employee will furnish a certificate from a doctor showing his or her incapacity to work.

Section 11.4. Any employee prevented from working because of illness or injury or other unavoidable cause shall notify the Employer before his or her regular starting time, if possible, and at any rate as soon as possible thereafter.

Section 11.5. Employees having more than one year of service as a regular employee prior to January 1, 1959, shall be granted accumulated sick leave credits of 2 days for each full year of service for such time.

Section 11.6. Temporary employees shall not accumulate sick leave. Regular employees shall not be entitled to use any sick leave until they have been employed for six months. Temporary employees are those whose term of employment, when hired, is known to be less than six months.

Section 11.7. Sick leave credits are a form of insurance, and have no "cash" or "cash-out" value upon separation from employment with the Employer, except as provided for under "RETIREMENT."

Section 11.8. Sick leave credits are intended solely and only for use in the event of illness, injury, unavoidable unfitness for work, or as specifically provided for under "RETIREMENT, INJURIES OR FUNERAL LEAVE." It shall not be used for any other purpose.

Section 11.9. Employees on a medical leave of absence shall be expected to return to work on the first regularly scheduled workday following the day their medical leave of absence ends. Employees not returning to work on that date and failing to request an extension of the medical leave of absence shall be considered by the Employer to have voluntarily resigned their employment.

Section 11.10. Employees reporting for work at the conclusion of a medical leave of absence shall be returned to their original job or to a substantially equivalent job. Prior to returning to work, employees may be required by the Employer to provide medical evidence attesting to their ability to return to work.

ARTICLE 12: WORK-RELATED INJURIES AND ILLNESSES

Section 12.1. Employees suffering a work-related injury or illness and unable to return to work shall receive their accrued sick leave in the amount necessary to offset the difference in pay between the worker's compensation payments and his/her regular pay. No employee on occupational injury leave shall receive a combination of worker's compensation and sick leave pay in excess of his/her regular pay.

Section 12.2. Employees with no sick leave credits or who have exhausted their sick leave credits shall receive one-half the difference between their regular pay and any payments made to them

under the Worker's Compensation Law for a period not to exceed three months for any one accident or illness in any one year.

ARTICLE 13: RETIREMENT (USE OF SICK PAY CREDITS)

Section 13.1. Upon retirement, an employee shall be entitled to receive payment for his or her accumulated, but unused, sick leave credits. The total amount payable shall be calculated on the basis of one month of pay at the average rate received in the last five years (but not more than \$1,300.00 per month) for each 22 days of accumulated sick leave credits, less such withholding as is required by law. The employee may elect to be paid in one lump sum or over a period of time not to exceed 3 years.

Section 13.2. If any retired employee shall die prior to the receipt of all money due him under this plan, the remaining payments shall be made to the beneficiaries previously named by the employee. If he or she is not survived by the named beneficiaries, no further payments will be made. If the selected beneficiaries shall die prior to the receipt of the final payment due, no further payment will be made.

Section 13.3. For the purpose of this section, each employee shall designate beneficiaries on a form provided by the Employer.

ARTICLE 14: JURY DUTY

Upon reasonable notice to the Employer, any employee who is summoned to serve on jury duty or subpoenaed as a witness in a court of law shall not be subject to discharge from employment, loss of pay, loss of sick leave, loss of vacation time, or any other form of penalty, except that the Employer may reduce the pay of an employee by an amount equal to any compensation, other than expenses, paid by the court for such duty.

ARTICLE 15: MILITARY LEAVE

Upon reasonable notice, employees serving in the reserve of one of the military services are granted time off, in addition to whatever vacation time they may have coming, to attend their annual reserve active duty or other military obligations. Employees enlisting or entering the military or naval service of the United States shall be granted all rights and privileges provided by law.

ARTICLE 16: FUNERAL LEAVE

Section 16.1. Regular employees shall be granted leave without loss of pay in the case of a death in the immediate family. Such leave shall commence with the day of such death and continue through the day of the funeral, but shall not exceed 3 working days. If additional time is required, such time, at the option of the employee, may be charged to his or her sick leave credits, if any, not to exceed 2 additional days. The employee must make arrangements for and/or attend the funeral.

Section 16.2. The immediate family shall include natural, step and foster mother, father, brother, sister, children, grandparents, grandchildren, spouse, father-in-law, mother-in-law, son-in-law and daughter-in-law.

Section 16.3. Regular employees shall be granted leave without loss of pay in the case of a death of a spouse's grandparents and an employee's brother-in-law and sister-in-law for a period not to exceed 1 working day. In reference to Sections 16.2 and 16.3, additional time required may, at the option of the employee, be charged to his or her accumulated sick leave, if any, for a period not to exceed 2 additional days. The employee must make arrangements for and/or attend the funeral.

Section 16.4. Employees will not be paid for time off to attend funerals other than those listed above. In some cases, at the convenience of the Employer and the option of the General Manager, an employee may be granted the privilege of making up the time so lost to avoid loss of income. At the option of the Employer and the Employee, such time may also be charged to the employee's sick leave credits, if any, for a period not to exceed 2 days.

ARTICLE 17: HOLIDAYS AND MISCELLANEOUS LEAVES

Section 17.1. Holidays within the meaning of this section shall include 1/4 day (3 p.m. dismissal) New Year's Eve, New Year's Day, President's Day, Memorial Day, the 4th of July, Labor Day, Thanksgiving Day, day after Thanksgiving, 1/2 day (p.m.) Christmas Eve and Christmas Day, or days celebrated as such, and shall be recognized, paid holidays.

Section 17.2. Non-shift workers working regular daytime shifts Monday through Friday shall be given these days off with pay when they fall on a regular working day. If one of these holidays falls on a non-working day and is not celebrated on a working day, it will be a paid floating holiday.

Section 17.3. Shift workers working shifts in the power plant or control center shall be considered to have eight holidays per year regardless of the day on which the holiday falls, or whether the employee happens to be scheduled to work that day or not. If one of these holidays falls on a non-working day and is not celebrated on a working day, it will be a paid floating holiday.

Section 17.4. Temporary employees shall not be paid for holidays. Regular employees paid on an hourly basis shall be paid for holidays.

Section 17.5. Each employee shall have two additional "Personal Days" with pay per year which may be used for any purpose, subject to five days' notice if possible.

Section 17.6. Employees of the Company who may be called upon to transact business of the Union which requires their absence from duty with the Company shall, upon application of 24 hours notice, be allowed to absent themselves without pay for sufficient time to transact such business.

ARTICLE 18: VACATIONS

Section 18.1. All regular employees are eligible for paid vacations according to the following criteria:

- (a) less than seven (7) years of continuous employment: 6.67 hours of paid vacation for each month in which employee works 50% or more of the scheduled working hours, or is on scheduled vacation, in the previous year;
- (b) less than fifteen (15) years of continuous employment: 10 hours of paid vacation for each month in which employee works 50% or more of the scheduled working hours, or was on scheduled vacation, in the previous year;
- (c) Fifteen (15) years or more of continuous employment: 13.33 hours of paid vacation for each month in which employee works 50% or more of the scheduled working hours, or was on scheduled vacation, in the previous year; and
- (d) employees shall receive third and fourth weeks' vacations in the calendar year in which they reach 7 and 15 years of service, respectively.

Section 18.2. Regular employees must complete 12 months of continuous employment before becoming eligible to use accrued vacation days.

Section 18.3. Employees' vacation preferences will be honored by order of seniority, consistent with the needs of the Employer. Vacations cannot be taken in less than one day increments absent the consent of the Employer, such consent shall not be unreasonably denied.

Section 18.4. Vacation benefits are not cumulative from year-to-year, however, up to five (5) days of vacation may be accumulated and carried over to the next year.

Section 18.5. An employee shall be paid for vacation hours to which he is entitled but which he has not used at the time of separation of employment.

ARTICLE 19: MEAL ALLOWANCE

Section 19.1. An employee required to continue working for a period longer than 4 hours beyond the regular quitting time shall be entitled to a meal allowance of \$5.00 paid by the Employer, and to an additional meal allowance of \$5.00 for each additional 4 hours worked thereafter.

Section 19.2. An employee who is called to work before his or her regular starting time, and who misses a meal thereby, shall be entitled to a meal allowance of \$5.00 paid for by the Employer.

Section 19.3. Overtime meals shall be eaten on Company time.

ARTICLE 20: HEALTH INSURANCE

The Employer agrees to continue to provide a group health insurance program for employees and their dependents. Any change in carriers shall not result in a reduction of benefits, or an increase in employee/family deductibles (\$300.00/\$600.00) or maximum out of pocket expenses (\$600/\$1200). This insurance program shall be voluntary and the premiums shall be paid 90% by the Employer and 10% by the Employee.

ARTICLE 21: MISCELLANEOUS INSURANCE

The Employer further agrees to continue to provide, at a minimum the life, accidental death and dismemberment, and short-term and long-term disability insurance which was in effect on December 31, 1989, for the duration of this Agreement. Employees shall pay 10% of the premium of the long term disability. The Employer also agrees to continue to provide, at the employees' cost, the dependent-life insurance which was in effect on December 31, 1989, for the duration of this Agreement.

ARTICLE 22: CLOTHING

Section 22.1. The Employer shall buy up to five (5) uniforms (shirts, cotton t-shirts and pants) per year for those employees required by the Employer to wear uniforms and shall provide jackets and liners for power plant shift workers and outside workers.

Section 22.2. The Employer shall pay for one-half the cost of suitable outerwear for outside winter workers.

Section 22.3. Employees of the Atlantic Municipal Utilities who are required to wear industrial quality safety eyeglasses in certain areas while on the job will be furnished safety glasses as follows:

Employees who do not normally wear prescription eyeglasses, will be furnished nonprescription industrial quality safety glasses conforming to ANSI (American National Standards Institute) Standard Z 87.1 as referenced in OSHA (Occupational Safety and Health Administration) regulations.

Employees who normally wear prescription eyeglasses will be furnished industrial quality safety glasses conforming to ANSI (American National Standards Institute) Standard Z 87.1 as referenced in OSHA (Occupational Safety and Health Administration) regulations .

Employees may go to the doctor of their choice, and are responsible for the cost of all professional services performed by their Doctor except prescription verification and fitting of the safety glasses furnished to the employee by A.M.U.'s supplier. The employer will reimburse employees up to \$15.00 to cover prescription verification and fitting of the safety glasses. The approved safety frames provided will be A/O #F8000-Chestnut or frames of company choice. The employee is responsible for any additional costs if more expensive frames are selected by the employee. Employees are responsible for the cost of prescription sunglasses. Plano sunglasses are available for purchase at employer cost. Lenses will be supplied in clear only, unless a tint is medically dictated.

ARTICLE 23: TRADING WORKING HOURS

Standby and shift workers shall be permitted occasionally to trade hours, with proper notice to their supervisor, so long as the total hours on standby or hours worked remain the same.

ARTICLE 24: WAGES

Section 24.1. Effective the first pay period ending in January, 2006, the first pay period ending in January, 2007, and the first pay period ending in January 2008, employees' minimum regular hourly rates shall be as set forth in Attachment "B."

Section 24.2. Standby Pay and Minimum Callout Pay. Employees required to serve "standby" or "on-call" duty shall receive one (1) hour of straight time pay at their applicable rate of pay for each day so served. Work actually performed during such duty shall be paid for at the employee's regular or overtime rate, whichever is applicable. Employees shall receive a minimum of two (2) hours of pay for the first instance of being called back to work within a 24-hour period (midnight to midnight) and shall receive a minimum of one (1) hour pay for each additional non-overlapping call within the same 24-hour period. Once called back, employees shall be paid actual time worked for any time beyond the applicable minimum, until all calls are handled. Call out pay does not apply to an extension of the regular workday. Employees who are called back to work from an unpaid lunch break shall be paid for the hour or half hour break, whichever applies.

Section 24.3 Employees who are required to maintain a CDL license for their jobs will be reimbursed for the proportionate difference in the cost of the license over and above that of a regular driver's license.

Section 24.4 Lead Person Pay When two (2) or more employees are sent out to work for three (3) or more consecutive hours without a crew leader in charge, the most senior journeyperson or water service technician will be designated as a Lead Person by the Employer and he or she will receive a differential in pay as set forth in Attachment B.

Section 24.5 Service Bonus In recognition of their loyal service, employees shall receive a one-time lump sum bonus with their payroll check on the first payroll date following their five year anniversaries of employment with the Employer, as follows:

20 years: \$500; 25 years: \$700; 30 years: \$900; 35 years: \$1100; 40 years: \$1500.

ARTICLE 25: SEPARABILITY

If any article or section of this Agreement or any written amendment thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of

any article or section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of the Agreement and any written amendments thereto, or the application of such article or section to persons or circumstances other than those as to which such provision has been invalidated or to which compliance with or enforcement has been restrained, shall not be affected thereby.

ARTICLE 26: IN-SERVICE AND CONTINUING EDUCATION

Section 26.1. The Employer shall provide relevant in-service training opportunities to all employees covered by this agreement. Such in-service training shall be directly related to the performance of the employee's duties and shall be at least six (6) hours annually.

Section 26.2. The Employer shall reimburse employees for the direct cost of completed courses which are germane to his/her present craft, trade, and position. These may be taken in the formal setting of the classroom or informally on a correspondence basis. Upon proof of successful completion, the employee shall be reimbursed for the direct costs which shall not include transportation, mileage, meals, lost time, postage, and/or telephone. Costs to the Employer shall not exceed \$500.00 per employee per year.

Section 26.3 The Employer will participate in the YMCA's Corporate Membership wellness program for each participating employee, whereby the Employer will pay 20% of the applicable membership fee. Employees shall be given an opportunity to opt in or out of such benefit between December 1st and December 20th of each year.

Section 26.4 Apprenticeship Program The Employer and the Union adopt the Apprenticeship Program described in Attachment A.

ARTICLE 27: TERM AND IMPASSE PROCEDURES

Section 27.1. This Agreement shall be in full force and effect from January 1, 2006 through the 31st day of December, 2008 and shall continue from year-to-year thereafter unless written notice of a desire to terminate or to modify this Agreement is delivered by either party to the other no later than September 15th prior to January 1st of the year in question.

Section 27.2. In the event the parties are unable to reach an agreement upon the expiration or termination of this Agreement, the parties agree to submit their respective final offers to final offer-package arbitration. A party desiring to invoke such interest or impasse arbitration shall deliver written notice to the other party no later than November 1st prior to the year in question. The method for selecting the arbitrator shall be as set forth in Section 10.5 of this Agreement.

Section 27.3. The decision of the arbitrator shall be governed by the criteria of Section 20.22(9) of the Iowa Public Employment Relations Act, and shall be rendered no later than December 7th unless otherwise agreed to by the parties. The decision of the arbitrator shall be final and binding upon the parties and upon the employees.

Section 27.4. The expense of the arbitrator shall be shared equally by the Employer and the Union. The total cost of any stenographic record which may be made or transcripts thereof shall be paid for by the party ordering same.

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
ATLANTIC MUNICIPAL UTILITIES
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 204
THROUGH DECEMBER 31, 2008

Signatures:

ATLANTIC MUNICIPAL UTILITIES

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 204**

By _____
Allen Bonderman, General Manager

By _____

By _____
Steve J. Tjepkes
Secretary of the Board

By _____

Date _____

Date _____

ADDENDUM

COME NOW Atlantic Municipal Utilities, hereinafter referred to as the "Employer," and Atlantic Municipal Utilities Bargaining Association, hereinafter referred to as the "Association," and agree to the following terms as part of the parties' 1990-1992 Collective Bargaining Agreement:

1. Written job descriptions will be prepared by management, and will be furnished to employees for their input before becoming final.
2. The Employer will continue its past practice of finding work for employees, when possible, when such employees are unable to perform their normal responsibilities due to inclement weather, etc.
3. The Employer further agrees to prepare written performance evaluations with respect to covered employees, and to review such evaluations with employees, on an annual basis.
4. The minimum wage rates applicable to apprentices employed in electric line worker and control room operator positions shall be as follows:
 - (a) First twenty-six weeks of employment: 60% of journeyman rate;
 - (b) Second twenty-six weeks: 65% of journeyman rate;
 - (c) Third twenty-six weeks: 70%;
 - (d) Fourth twenty-six weeks: 75%;
 - (e) Fifth twenty-six weeks: 80%;
 - (f) Sixth twenty-six weeks: 85%;
 - (g) Seventh twenty-six weeks: 90%;
 - (h) Eighth twenty-six weeks: 95%;
 - (i) Thereafter: 100%.

**APPENDIX A TO
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
ATLANTIC MUNICIPAL UTILITIES
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 204**

Electric Line Mechanic Formal Apprenticeship Program:

The Employer will participate in a formal Apprenticeship Program, as coordinated by the Iowa Association of Municipal Utilities (IAMU). Standards of Apprenticeship for Electric Line Mechanic have been developed by IAMU, and shall be subscribed to by the Employer and the Union. Employer and Union agree to use their best efforts to complete all steps necessary to begin the Program by March 1, 2006, and shall actively encourage existing employees to participate. The effective start date of the Program shall be the date the program is officially approved by the Department of Labor.

For purposes of the Collective Bargaining Agreement, references to "Electric Line Mechanic" shall be considered to be synonymous with "line worker", and both shall assumed to include supervisory positions Line or Service Crew Leaders and the General Line Supervisor. Should any discrepancies exist between the Standards of Apprenticeship and the Agreement, the terms of the Agreement shall supersede the Standards. Clarifications made in this Appendix shall be considered to supersede other terms within the Agreement, should any discrepancies appear to exist between the Contract and this Appendix.

The Program shall be twofold in nature, as follows.

For Employees currently within eligible positions, who were hired on or before January 1, 2006:

- 1.) Participation in the program is voluntary. If an existing employee opts to participate in the Program, and is unable to complete the certification process, their failure to complete the Program shall not directly result in demotion or termination.
- 2.) Employer shall pay for costs related to participation in the Program, however, should an employee voluntarily participating fail to pass any tests, costs related to retesting shall be the responsibility of the employee.
- 3.) Employer shall allow employees with not less than five years job experience as an Electric Line Mechanic to take placement tests for each step, provided any such placement testing is completed by no later than August 28, 2006 (180 days). Placement tests shall include both written and skills testing. No other form of grandfather testing will be allowed. AMU encourages all employees to participate in the entire training process, including study of all written materials.
- 4.) Employees completing the Program successfully shall, upon written confirmation of such, be compensated in accordance with the Contract.

For Employees hired after January 1, 2006, and Employees hired on or before January 1, 2006 bidding any Apprenticeship position after January 1, 2006:

1. Participation in the program is mandatory. If unable to complete the certification process, their failure to complete the Program shall result in termination.
2. Employer shall pay for costs related to participation in the Program, except for costs related to retesting in the case a test is failed.

3. Credit for prior experience and training, and testing related to placement, shall be as per the Standards of Apprenticeship.
4. Employees completing the Program successfully shall, upon written confirmation of such, be compensated in accordance with the Contract.

For All Employees participating in the Program:

1. Pay grades shall not change until the training time (on-the-job work experience) requirement for the applicable step is met, and all applicable written and skills testing is passed satisfactorily. Increases in pay shall not be retroactive in any respect, but shall instead begin with the first pay period following Employer's receipt of verification that all requirements have been met.
2. Steps are generally expected to be reached approximately every six months. Employees shall be expected to successfully complete all applicable written and skills tests within 60 days of the end of each six month step period, or will be removed from the program. In the case of employees hired after January 1, 2006, or existing employees bidding any Apprenticeship position, failure to complete within said timeframe shall be cause for dismissal. If for reasons beyond the control of AMU and/or the employee, the employee is unable to undergo testing, the employee may request from the Local Apprenticeship Committee an extension of up to 30 additional days. Said request must include a detailed description of the reasons testing was not, or could not be, completed.

Attachment B

2006 General Wage Increase	4.00%	Includes additional adders for Lead Persons (2.5%) and for Electric personnel obtaining certification via the formal Apprenticeship Program.
2007 General Wage Increase	3.50%	
2008 General Wage Increase	3.50%	

Classification		2006 Wage	2007 Wage	2008 Wage
Water Treatment Plant Operator		\$18.07	\$18.71	\$19.37
1st 6 months	60%	\$10.85	\$11.23	\$11.63
2nd 6 months	65%	\$11.76	\$12.18	\$12.61
3rd 6 months	70%	\$12.66	\$13.11	\$13.57
4th 6 months	75%	\$13.55	\$14.03	\$14.53
5th 6 months	80%	\$14.46	\$14.97	\$15.50
6th 6 months	85%	\$15.37	\$15.91	\$16.47
7th 6 months	90%	\$16.27	\$16.84	\$17.43
8th 6 months	95%	\$17.17	\$17.78	\$18.41
Water Service Crew Leader		\$18.91	\$19.58	\$20.27
<i>Add-on for Lead Person (2.50%)</i>		\$17.75	\$18.37	\$19.02
Water Service Technician		\$17.31	\$17.92	\$18.55
1st 6 months	70%	\$12.12	\$12.55	\$12.99
2nd 6 months	75%	\$12.98	\$13.44	\$13.91
3rd 6 months	80%	\$13.85	\$14.34	\$14.85
4th 6 months	85%	\$14.72	\$15.24	\$15.78
5th 6 months	90%	\$15.58	\$16.13	\$16.70
6th 6 months	95%	\$16.45	\$17.03	\$17.63
<i>Add-on with certification 10.00%</i>		\$28.27	\$29.26	\$30.30
General Line Supervisor		\$25.70	\$26.60	\$27.54
<i>Add-on with certification 10.00%</i>		\$27.31	\$28.26	\$29.25
Line Crew Leader		\$24.82	\$25.69	\$26.59
<i>Add-on with certification 10.00%</i>		\$27.31	\$28.26	\$29.25
Service Crew Leader		\$24.82	\$25.69	\$26.59
<i>Add-on with certification 10.00%</i>		\$25.16	\$26.04	\$26.95
<i>Add-on for Lead Person (2.50%)</i>		\$23.45	\$24.27	\$25.12
Line Worker		\$22.87	\$23.67	\$24.50
1st 6 months	60%	\$13.73	\$14.22	\$14.72
2nd 6 months	65%	\$14.87	\$15.39	\$15.93
3rd 6 months	70%	\$16.01	\$16.57	\$17.15
4th 6 months	75%	\$17.16	\$17.77	\$18.40
5th 6 months	80%	\$18.31	\$18.96	\$19.63
6th 6 months	85%	\$19.44	\$20.12	\$20.83
7th 6 months	90%	\$20.60	\$21.33	\$22.08
8th 6 months	95%	\$21.73	\$22.50	\$23.29
Equipment Operator/Groundman		\$16.65	\$17.24	\$17.85
1st 6 months	75%	\$12.48	\$12.92	\$13.38
2nd 6 months	80%	\$13.32	\$13.79	\$14.28
3rd 6 months	85%	\$14.15	\$14.65	\$15.17
4th 6 months	90%	\$14.98	\$15.51	\$16.06
5th 6 months	95%	\$15.81	\$16.37	\$16.95

Attachment B

2006 General Wage Increase	4.00%	Includes additional adders for Lead Persons (2.5%) and for Electric personnel obtaining certification via the formal Apprenticeship Program.
2007 General Wage Increase	3.50%	
2008 General Wage Increase	3.50%	

Classification		2006 Wage	2007 Wage	2008 Wage
Customer Service Representative				
		\$21.70	\$22.46	\$23.25
1st 6 months	80%	\$17.36	\$17.97	\$18.60
2nd 6 months	85%	\$18.43	\$19.08	\$19.75
3rd 6 months	90%	\$19.54	\$20.23	\$20.94
4th 6 months	95%	\$20.62	\$21.35	\$22.10
Customer Meter Records & Meter Reading Coordinator				
		\$17.64	\$18.26	\$18.90
Meter Reader				
		\$17.13	\$17.73	\$18.36
1st 6 months	80%	\$13.71	\$14.19	\$14.69
2nd 6 months	85%	\$14.55	\$15.06	\$15.59
3rd 6 months	90%	\$15.42	\$15.96	\$16.52
4th 6 months	95%	\$16.28	\$16.85	\$17.44
Materials & Safety Coordinator				
		\$21.70	\$22.46	\$23.25
1st 6 months	80%	\$17.36	\$17.97	\$18.60
2nd 6 months	85%	\$18.43	\$19.08	\$19.75
3rd 6 months	90%	\$19.54	\$20.23	\$20.94
4th 6 months	95%	\$20.62	\$21.35	\$22.10
Plant Maintenance				
		\$21.18	\$21.93	\$22.70
1st 6 months	70%	\$14.82	\$15.34	\$15.88
2nd 6 months	75%	\$15.90	\$16.46	\$17.04
3rd 6 months	80%	\$16.94	\$17.54	\$18.16
4th 6 months	85%	\$18.00	\$18.63	\$19.29
5th 6 months	90%	\$19.05	\$19.72	\$20.41
6th 6 months	95%	\$20.11	\$20.82	\$21.55
Loop Maintenance Technician				
		\$19.21	\$19.89	\$20.59
1st 6 months	70%	\$13.45	\$13.93	\$14.42
2nd 6 months	75%	\$14.41	\$14.92	\$15.45
3rd 6 months	80%	\$15.37	\$15.91	\$16.47
4th 6 months	85%	\$16.32	\$16.90	\$17.50
5th 6 months	90%	\$17.29	\$17.90	\$18.53
6th 6 months	95%	\$18.25	\$18.89	\$19.56
Engineering Technician				
		\$18.51	\$19.16	\$19.84
1st 6 months	80%	\$14.80	\$15.32	\$15.86
2nd 6 months	85%	\$15.74	\$16.30	\$16.88
3rd 6 months	90%	\$16.65	\$17.24	\$17.85
4th 6 months	95%	\$17.58	\$18.20	\$18.84

Attachment B

2006 General Wage Increase	4.00%	Includes additional adders for Lead Persons (2.5%) and for Electric personnel obtaining certification via the formal Apprenticeship Program.
2007 General Wage Increase	3.50%	
2008 General Wage Increase	3.50%	

Classification		2006 Wage	2007 Wage	2008 Wage
Chief Control Operator		\$21.89	\$22.66	\$23.46
System Operator		\$19.31	\$19.99	\$20.69
1st 6 months	60%	\$11.58	\$11.99	\$12.41
2nd 6 months	65%	\$12.55	\$12.99	\$13.45
3rd 6 months	70%	\$13.51	\$13.99	\$14.48
4th 6 months	75%	\$14.48	\$14.99	\$15.52
5th 6 months	80%	\$15.45	\$16.00	\$16.56
6th 6 months	85%	\$16.42	\$17.00	\$17.60
7th 6 months	90%	\$17.37	\$17.98	\$18.61
8th 6 months	95%	\$18.34	\$18.99	\$19.66
Administrative Clerk		\$17.56	\$18.18	\$18.82
1st 3 months	80%	\$14.05	\$14.55	\$15.06
2nd 3 months	85%	\$14.93	\$15.46	\$16.01
3rd 3 months	90%	\$15.80	\$16.36	\$16.94
4th 3 months	95%	\$16.68	\$17.27	\$17.88
Cashier / Customer Credit Clerk		\$14.08	\$14.58	\$15.09
1st 3 months	80%	\$11.27	\$11.67	\$12.08
2nd 3 months	85%	\$11.96	\$12.38	\$12.82
3rd 3 months	90%	\$12.67	\$13.12	\$13.58
4th 3 months	95%	\$13.38	\$13.85	\$14.34
Clerk and Data Entry Operator B AND Data Entry A (same scales)		\$13.69	\$14.17	\$14.67
1st 3 months	80%	\$10.95	\$11.34	\$11.74
2nd 3 months	85%	\$11.64	\$12.05	\$12.48
3rd 3 months	90%	\$12.33	\$12.77	\$13.22
4th 3 months	95%	\$13.00	\$13.46	\$13.94
Electric Meter & Relay Technician		\$20.50	\$21.22	\$21.97
1st 6 months	60%	\$12.31	\$12.75	\$13.20
2nd 6 months	65%	\$13.34	\$13.81	\$14.30
3rd 6 months	70%	\$14.36	\$14.87	\$15.39
4th 6 months	75%	\$15.39	\$15.93	\$16.49
5th 6 months	80%	\$16.41	\$16.99	\$17.59
6th 6 months	85%	\$17.44	\$18.05	\$18.69
7th 6 months	90%	\$18.45	\$19.10	\$19.77
8th 6 months	95%	\$19.48	\$20.17	\$20.88

The rates listed above are for the current employees. The Employer may place new hires on such schedule (steps) commensurate with their prior experience, skills, education, and training as determined by the Employer. Such placement shall be reasonable and not arbitrary and capricious. The Union shall be notified of such placement within two weeks after the employee's starting date. The pay rates for 2006, 2007, and 2008 will be implemented in the first pay periods ending in January of 2006, 2007, and 2008 as set forth above.

final approval draft 12-14-05